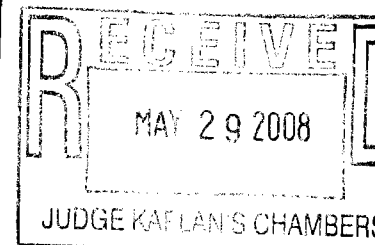


UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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ELECTRONICALLY FILED  
DOC #:  
DATE FILED: 5/29/08



DEX SERV LIMITED and ALLIANZ GLOBAL  
CORPORATE & SPECIALTY AG f/k/a ALLIANZ  
MARINE AND AVIATION VERSICHERUNGS  
AG,

Plaintiffs,

-against-

GOLTENS SHANGHAI CO., LTD. and  
SHANGHAI GOLTENS MARINE MACHINERY  
& MAINTENANCE CO., LTD.,

Defendants.

07 Civ. 9301 (LAK)

**CONSENT ORDER  
DIRECTING THE  
TRANSFER OF FUNDS  
SUBJECT TO RULE B(1)  
ATTACHMENT TO  
ESCROW ACCOUNT**

**WHEREAS** on or about October 17, 2007, Dex Serv Limited and Allianz Global Corporate & Specialty AG f/k/a Allianz Marine and Aviation Versicherungs AG (collectively "Plaintiffs") filed this action against Goltens Shanghai Co., Ltd. and Shanghai Goltens Marine Machinery & Maintenance Co., Ltd. (collectively "Defendants"), pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure;

**WHEREAS**, on or about October 18, 2007, Plaintiffs filed an Amended Verified Complaint against Defendants;

**WHEREAS**, Plaintiffs have served Process of Maritime Attachment and Garnishment (the "PMAG") on various garnishees including Deutsche Bank Trust Company Americas, ABN Amro Bank, Bank of Tokyo-Mitsubishi UFJ Ltd., Citibank, N.A., JPMorgan Chase Bank, N.A., Bank of New York Mellon, and Wachovia Bank, N.A. ("Garnishees");

**WHEREAS**, pursuant to service of the PMAG upon it Garnishees have confirmed that they are holding certain funds in the form of an electronic funds transfer ("EFT") belonging to Goltens Shanghai Co., Ltd. in the sum of \$722,552.97 (the "Attached Funds");

**WHEREAS**, Goltens Shanghai Co., Ltd. contends that Shanghai Goltens Marine Machinery & Maintenance Co., Ltd. has no interest in any of the Attached Funds;

**WHEREAS**, Plaintiffs contend that Shanghai Goltens Marine Machinery & Maintenance Co., Ltd. has an interest in some or all of the Attached Funds;

**WHEREAS**, the Defendants dispute and deny Plaintiffs' entitlement to attach the Attached Funds and reserve their rights to move to vacate the attachment of the Attached Funds;

**WHEREAS**, the Attached Funds exceed the amount of security ordered to be attached under the PMAG by the amount of \$60,214.08;

**WHEREAS**, Goltens Shanghai Co., Ltd. and Shanghai Goltens Marine Machinery & Maintenance Co., Ltd. deny any liability for the acts complained of in the Amended Verified Complaint or the acts of one for the acts of the other;

**WHEREAS**, on or about November 27, 2007, an EFT in the amount of \$10,000.00 originated by third-party "Dion-Faith-Go Public Mar. Joint Acc." for the benefit of Defendant Goltens Shanghai Co., Ltd. as a deposit for repairs to be performed to the M/V GO FRIENDSHIP was restrained by garnishee JPMorgan Chase Bank, N.A.,

**WHEREAS**, the amount paid by third-party "Dion-Faith-Go Public Mar. Joint Acc." as a deposit to Defendant Goltens Shanghai Co., Ltd. for repairs to be performed to the M/V GO FRIENDSHIP exceeded the ultimate amount of the Goltens Shanghai Co., Ltd. invoice by

\$5,800.00 and therefore warranted the return of the amount of \$5,800.00 to third-party "Dion-Faith-Go Public Mar. Joint Acc.";

**WHEREAS**, Plaintiffs and Defendants have entered into an Escrow Agreement on May 29, 2008 ("Parties' Escrow Agreement") to permit the transfer of the Attached Funds into an interest bearing escrow account at HSBC Bank in the name of Holland & Knight LLP and the subsequent distribution of those funds upon the occurrence of certain events described in the Parties' Escrow Agreement;

**NOW, THEREFORE**, it is hereby Ordered that:

1. With the exception of the two specific EFT payments addressed below, each of the Garnishees shall transfer all of the Attached Funds it is holding pursuant to the PMAGs served upon them by EFT to the Escrow Account, as will be identified in a joint letter signed by counsel for Plaintiffs and Defendants and sent to Garnishees after the issuance of this Consent Order.

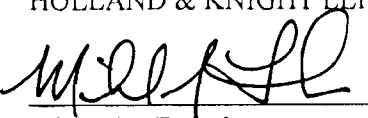
2. With regard to the EFT restrained on November 27, 2007 in the amount of \$10,000.00 originated by third-party "Dion-Faith-Go Public Mar. Joint Acc." for the benefit of Defendant Goltens Shanghai Co., Ltd. (as provided in the CHIPS message annexed hereto as "Exhibit 1") as a deposit for repairs to be performed to the M/V GO FRIENDSHIP that was restrained by garnishee JPMorgan Chase Bank, N.A., the amount of \$5,800.00 will be returned to the originator Dion-Faith-Go Public Mar. Joint Acc.;

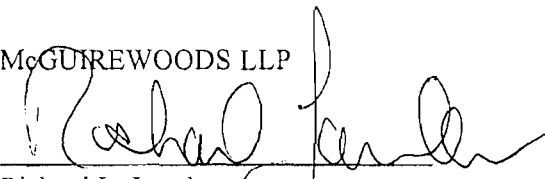
3. With regard to the EFT restrained on January 24, 2008 in the amount of \$63,165.50 restrained by garnishee The Bank of New York Mellon, the amount of \$54,414.08 will be paid in accordance with the original wire instructions accompanying that payment;

4. Holland & Knight LLP will maintain the Attached Funds as security for Plaintiffs' claims as more fully set forth in the Parties' Escrow Agreement, the terms of each of which are incorporated by reference herein.


5. This matter be placed on the suspense docket subject to reinstatement by application of Plaintiffs or Defendants for any appropriate reason, including, without limitation, to enforce the Parties' Escrow Agreement.

Dated: May 29, 2008

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*Attorneys for Defendants*

SO ORDERED:

  
\_\_\_\_\_  
United States District Judge

5/29/08  
\_\_\_\_\_  
Date

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